

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B1400551

PRINT DATE: 03/10/11

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### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1363087293

DICKE TOOL COMPANY

1201 WARREN AVE

DOWNERS GROVE, IL

(630 )969-0050

60515

### REFER QUESTIONS TO:

LINDA RULEY

(410 )767-4608

LINDA.RULEY@DGS.STATE.MD.US

**ITB:** 001IT818303

**EXPR DATE:** 03/09/13

**POST DATE:** 03/10/11

**DISCOUNT TERMS:** .

NET 30 DAY

**CONTRACT AMOUNT:**

.00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR CONTACT: WAYNE SEBASTY 636-273-5566

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AGENCY CONTRACT FOR  
ROLL-UP SIGNS  
AGENCY: SHA  
=====

SCOPE OF CONTRACT: REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR THE FOLLOWING ITEMS FOR THE CONTRACT PERIOD SPECIFIED

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

CONTRACT PERIOD: MARCH 10, 2011 THROUGH MARCH 09, 2013

THE TERM OF THE CONTRACT WILL BE A PERIOD OF TWO (2) YEARS BEGINNING FROM DATE OF AWARD. THE STATE RESERVES THE UNILATERAL OPTION TO RENEW THE CONTRACT FOR ONE (1) ADDITIONAL 2-YEAR CONTRACT PERIOD.

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT. PRICES SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE

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### TERMS (cont'd):

POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE BUREAU. THE BUREAU MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD

ALL PRICES ARE TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND. PRICES MUST INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

VENDOR MUST ACCEPT CREDIT CARD PAYMENTS FOR ORDERS UNDER \$2500 IF REQUESTED BY THE ORDERING AGENCY.

PAYMENT TERMS ARE TO BE NET, 30 DAYS.

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. CONTRACTS LIMITING QUANTITIES IN ANY WAY WILL NOT BE ACCEPTED OR CONSIDERED.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE

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TERMS (cont'd):

INTERNAL REVENUE CODE:

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY 3 MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE IN EXCEL AND PROVIDE, AS A MINIMUM, THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. ADDITIONALLY, VENDORS WHO ARE DETERMINED TO BE IN DEFAULT OF THIS MANDATORY REPORT REQUIREMENT WILL NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	55066-490044	EA	82.6000

SIGN, ROLL UP 48 X 48, ORANGE REFLECTIVE

48 X 48 ROLL UP SIGNS WITH CROSS BRACING, ANTI-KITING DEVICE, AND CORNER POCKETS WITH AN IDENTIFICATION STRAP ON EACH SIGN.

MFG: REFLEXITE MARATHON

NOTE: 3M DIAMOND GRADE MAY BE SUBSTITUTED AS THE SAME PRICING.

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0002	55066-0XXXXX	EA	14.0500
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SIGN, ROLL-UP 9" X 19"

9 X 19 OVERLAY MESSAGE WITH TWO (2) 19 INCH FEMALE VELCRO STRIPS SEWN ON THE BACK.

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0003	55066-0XXXXX	EA	16.5000
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SIGN, ROLL-UP 9" X 28"

9 X 28 OVERLAY MESSAGE WITH TWO (2) 28 INCH FEMALE VELCRO STRIPS SEWN TO THE BACK.

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0004	55066-000001	EA	10.7000
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BRACES, CORNER

DETACHABLE SIGN RIBS FOR 48 X 48 ROLL UP SIGNS

END OF ITEM LIST

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AUTHORIZED BY: \_\_\_\_\_

  
BUYER AUTHORIZED DESIGNEE

DATE: \_\_\_\_\_

3/10/11